October 17, 2018 **BCO-006**

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

NATIONAL LABOR RELATIONS)
BOARD)
Petitioner)
) No. 18-3010
and)
1199 SEIU UNITED HEALTHCARE WORKERS EAST)))
Intervenor)
v.)
ALARIS HEALTH AT ROCHELLE PARK)
Respondent)

JUDGMENT ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

Before: AMBRO, VANASKIE and KRAUSE, Circuit Judges

THIS CAUSE was submitted upon the motion of the National Labor Relations Board for a default judgment against Respondent, Alarsi Health at Rochelle Park, its officers, agents, successors, and assigns, enforcing its Order dated May 10, 2108, in Case No. 22-CA-194401, reported at 366 NLRB No. 86, and the Court having considered the same:

IT IS HEREBY ORDRED AND ADJUDGED by the Court that the said Order of the National Labor Relations Board is hereby enforced and that Respondent, Alaris Health at Rochelle Park, its officers, agents, successors, and assigns, shall abide by and perform the directions of the Board set forth in its Order. (See attached order and appendix.)

Mandate shall issue forthwith.

By the Court,

s/Thomas L. Ambro, Circuit Judge

Dated: October 19, 2018

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NATIONAL LABOR RELATION BOARD

V.

ALARIS HEALTH AT ROCHELLE PARK

ORDER

The National Labor Relations Board orders that the Respondent, Alaris Health at Rochelle Park, Rochelle Park, New Jersey, its officers, agents, successors, and assigns, shall

- 1. Cease and desist from
 - (a) Changing the terms and conditions of employment of its unit employees without first notifying 1199 SEIU United Health Care Workers East (the Union) and giving it an opportunity to bargain.
 - (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed by Section 7 of the Act.
- 2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) Before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the following unit:
 - All CNAs, dietary, housekeeping, recreational aides, LPNs, and all other employees excluding professional employees, registered nurses, cooks, confidential [employees], office clerical employees, supervisors, watchmen and guards.
 - (b) Rescind the change in terms and conditions of employment for its unit employees that was unilaterally implemented on September 8, 2016.

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(c) Make unit employees whole for any loss of earnings and other benefits suffered as a result of the unilateral change in the manner set forth in the amended remedy section of this decision.

- (d) Compensate affected employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 22, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year for each employee.
- (e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
- (f) Within 14 days after service by the Region, post at its Rochelle Park, New Jersey facility copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since September 8, 2016.

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(g) Within 21 days after service by the Region, file with the Regional Director for Region 22 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

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APPENDIX

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union Choose representatives to bargain with us on your behalf Act together with other employees for your benefit and protection Choose not to engage in any of these protected activities.

WE WILL NOT change the terms and conditions of employment of our unit employees without first notifying 1199 SEIU United Health Care Workers East (the Union) and giving it an opportunity to bargain.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed by Section 7 of the Act.

WE WILL, before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the following unit:

All CNAs, dietary, housekeeping, recreational aides, LPNs, and all other employees excluding professional employees, registered nurses, cooks, confidential [employees], office clerical employees, supervisors, watchmen and guards.

WE WILL rescind the change to holiday payout that was unilaterally implemented on September 8, 2016.

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WE WILL make unit employees whole for any loss of earnings and other benefits suffered as a result of the unilateral change, plus interest.

WE WILL compensate affected employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file with the Regional Director for Region 22, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year for each employee.

ALARIS HEALTH AT ROCHELLE PARK